

BILL NO. S-74-07- 52

SPECIAL ORDINANCE NO. S- 134-74

AN ORDINANCE approving a certain bid document
with Rieth-Riley Construction Company for
reconstruction of the Franke Park Entrance

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 594 dated June 25,
1974, between the City of Fort Wayne, by and through its Mayor and the Board
of Park Commissioners and RIETH-RILEY CONSTRUCTION COMPANY, INC., for:

All Labor, Equipment and Material required for construction
of roadway improvements at Franke Park \$19,450.00

as more specifically set forth in said Ref. No. 594 and Purchase Order No.
3-26235, which are on file in the Department of Purchasing, and are by reference
incorporated herein and made a part hereof, are hereby in all things ratified,
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 7/23/74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (LOST) by the following vote:

	AYES <u>6</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>3</u> to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	_____	_____	_____	<u>A</u>
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	_____	_____	_____	<u>A</u>
TALARICO	_____	_____	_____	<u>A</u>

DATE: August 13, 1974

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. I-124-74 on the 13th day of August, 1974.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Ernie Kraush
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of August, 1974, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14th day of August, 1974, at the hour of 4:00 o'clock P.M., E.S.T.

Sam A. Schmitz
MAYOR

Bill No.

S-74-07-5²

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

approving a certain bid document with RIETH-RILEY CONSTRUCTION COMPANY

for reconstruction of the Franke Park Entrance

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga
John Nuckols
James S. Stier
Winfield C. Moses Jr
Paul "Mike" Burns

CONCURRED IN

DATE 8-13-74 CHARLES W. WESERMAN, CITY CLERK

memo from

Purchasing Department

July 8, 1974

Board of Park Commissioners
8th Floor - City County Building
One Main Street - Fort Wayne, Indiana 46802

Attention: Dennis Noak

Subject: Bid No. 594

PO# 3-26235

Attached is a copy of the successful bidder.

Reith-Riley Construction Company, Inc.

All Labor, Equipment and Material required for construction of roadway
improvements at Franke Park, including Alternate No. 1 \$19,450.00

Tabulation sheet is attached.

Performance Bond to be furnished before construction begins.

A. T. Lemet

RELATION OF BIDDING

BID REF. 594

CLOSING DATE 6/25/74
Park DepartmentLabor, Equipment &
Material for Construc-
tion Roadway Improve-
ments at Franke Park

NET

Base 15,950.⁰⁰
ALT#1 3,500.⁰⁰✓ Reith-Riley
AFF. - OK
BOND - OK

Complete IN 90 Days

NET

Base 20,005.⁵²
ALT#1 4890.⁰⁰
CONST. 1800.⁰⁰
ENCR.✓ Wayne Asphalt
AFF. - OK
BOND - OK

Dailey Asphalt

N/A

Hipskind Asphalt

N/A

Brooks Construction

N/A

JER 6/15/74 11:00 AM

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.T. Demetroff Tel. 423-7036 **DEPARTMENT OF PURCHASES**

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
or Division 8th Flr. City County Bldg.
Address One Main St., Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday, June 25, 1974 at 10:00 A.M.
Time of Bid

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24588. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		All Labor, Equipment and Material required for Construction of Roadway Improvements at Franke Park, as per specifications enclosed.		15,450.00
		Alternate # 1		
		Additional →		13,500.00

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES Full Amount
See Instruction Item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 14 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Blith-Riley Construction Co., Inc.
Name of Company
By Charles O. Young Superintendent
Address 2014 N. County Line Road
Huntertown, Indiana
City

Page 1 of 27

Ref. No. 594

Date June 10, 1974

Date wanted

As Soon As Possible

Fund
Appropriation No. 850-2-242

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract, and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 36-2810-1004 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.



RIETH-RILEY CONSTRUCTION CO., INC.

POST OFFICE BOX 477, GOSHEN, INDIANA 46526

Know all men by these Presents, that the Rieth-Riley Construction Co., Inc., a corporation organized under the laws of the State of Indiana, at a meeting of its board of directors on March 25, 1971, took the following action:

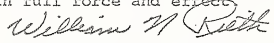
"BE IT RESOLVED that C. O. Young, being an employee of the Corporation, shall have full power and authority for and on behalf of this Corporation to submit bids for and to execute in its name and stead any contract not exceeding \$150,000 which calls for work, services or materials to be furnished by the Corporation, whether such contracts be public or private in nature, and any bids and contracts thus executed shall be binding upon the Corporation; and said C. O. Young shall have full power and authority to execute bonds and all requisite instruments for the purpose of carrying out the provisions of this resolution; and this resolution shall remain in full force and effect until rescinded."

In witness whereof I have affixed my name as President.

RIETH-RILEY CONSTRUCTION CO., INC.



Blair A. Rieth, President

I certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the board of directors held March 25, 1971, which is still in full force and effect.


William N. Rieth, Secretary
RIETH-RILEY CONSTRUCTION CO., INC.

State of Indiana)
County of Allen) SS:

Subscribed and sworn to before me by Blair A. Rieth and William N. Rieth this 24 day of June, 1974.


Notary Public

My commission expires
April 15, 1978

OFFICE AND WAREHOUSE, 311 WEST MADISON STREET TELEPHONE (219) 533-2125

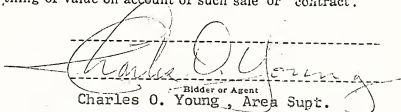
Continuing . . . ASSURANCE OF SKILL • INTEGRITY • RESPONSIBILITY • IN CONSTRUCTION

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
DeKalb COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly; any rebate, fee, gift, commission or thing of value on account of such sale or contract.



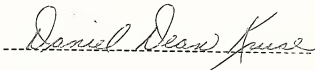
Bidder or Agent
Charles O. Young, Area Supt.
For RIETH-RILEY CONSTRUCTION CO., INC.

Firm or Corporation

Subscribed and sworn to before me this 24 day of June, 1974.

My Commission Expires

April 15, 1978



REQUEST FOR PUBLICATION

News
Sentinel X
Journal
Gazette X
Other

DATE June 10, 1974

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department

Board of Park Commissioners
One Main St. 8th Flr. City County Bldg.
Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

Address

By G. T. Demetroff

BIDS WANTED - REFERENCE NO. 594

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until June 25, 1974 at 10:00 A.M. Tuesday
for the following items:

(See Page 26 of 27)

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

June 13, 1974

June 20, 1974

LEGAL NOTICE X

Labor, Equipment and Material required for construction of Roadway Improvements at Franke Park.

"Each Bidder must submit a written Affirmative Action Program with his or her bid."

"The Affirmative Action Program must include specific goals and timetables for the employment and training of minorities; and for the employment and training of lower income residents of the project area."

"Each Bidder must insure that all employees and applicants for employment are not discriminated against because of their race, creed, color, sex or national origin."

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of 5% of the attached bid

.....Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

on Bank

of

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER
AND
PRINCIPAL

SURETY

Rieth-Riley Construction Co., Inc.

Name of Bidder—Print or Type

By: Charles O. Young
Signature of Person Authorized to Sign

Title Area Superintendent

2511 North County Line Road

Street Name and Number

Huntertown, Indiana 46748

City, State and Zip Code

Date June 25, 1974

Reliance Insurance Company

Name of Company — Print or Type

Incorporated
In the State of: Pennsylvania

Address 4 Penn Center Plaza
Philadelphia, PA 19103

By: Leonard C. Baumann
Sign on this Line
Leonard C. Baumann, Attorney-in-Fact

Date June 25, 1974

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Leonard C. Baumann of Coshen, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of suretyship, _____

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1952, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 10th day of January, 1973

RELIANCE INSURANCE COMPANY



R. Marlink
Vice-President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 10th day of January, 1973, personally appeared R. Marlink

he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Mercile Stillberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25th day of June, 1974.



E. Clyde Wilber
Assistant Secretary

DIGEST SHEETTITLE OF ORDINANCE S 74-07-52DEPARTMENT REQUESTING ORDINANCE Park Department

SYNOPSIS OF ORDINANCE An ordinance approving certain bid documents with
Rieth-Riley Construction Co., Inc. for reconstruction of the entrance
to Franke Park from Sherman Street and repaving the entrance roadway.

This Bid was the lowest and best of those received.

EFFECT OF PASSAGE Provides for the reconstruction of the Franke Park
entrance from Sherman Street which has been damaged, is a traffic
hazard, and does not provide adequate traffic handling at the park
entrance.

EFFECT OF NON-PASSAGE Unable to proceed with the project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$19,450.00

ASSIGNED TO COMMITTEE (J.N.) Finance